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FEB 16 2023

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY COURT DEPUTY CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOSHUA JORDAN

Plaintiff,

v.
MATTHEW PROVINS

Defendant

Case No.: 2:23-cv-00287 TLN CKD (PS)

COMPLAINT

Plaintiff, complaining of Matthew Provins (referred to as “Defendant”),
alleges as follows:

PARTIES

1. Joshua Jordan is an individual who resides in Charleston County, South Carolina, and is PRO SE in this matter.
2. Upon information and belief, Matthew Provins (“Provins”) is an individual who resides in Sacramento County, California.

JURISDICTION

3. This Court has diversity jurisdiction pursuant to 28 U.S.C. 1332(a)(2) as this is a controversy between a citizen of South Carolina and Provins a citizen of California and the amount in controversy is greater than \$75,000.

COMPLAINT - 1

BY FAX

VENUE

4. Venue is proper in this District Court pursuant to 28 U.S.C. 1331 as this is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, additionally, the Plaintiff Provins resides within the jurisdiction of this District Court.
5. Additionally, the Plaintiff resides in the Eastern Division of this District Court.
6. Venue is proper in this district because Provins resides in Sacramento County.

FACTS

7. Plaintiff trains and mentors individuals regarding skills and techniques that are required or helpful in order for them to seek and obtain employment in the software sales industry.
8. Plaintiff's company and its clients sign a written contract before services are provided.
9. Defendant Provins worked for Plaintiff's company and had access to the entire customer list.
10. Defendant Provins started a Slack and LinkedIn Group, invited as many of Plaintiff's customers as possible, and recommended they intentionally

1 default on Plaintiff's contracts, as well as work alongside Defendant to
2 harm Plaintiff's reputation.
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4 11. Defendant Provins stated that Plaintiff was involved in bribery and
5 "Plaintiff] used to bribe people" and had done so in the past.
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7 12. Defendant Provins stated that Plaintiff gave a lecture on "using fear" as a
8 legitimate "business tactic."
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10 13. Following Provins' statements, previous and potential clients
11 specifically cited and referred to the Provins statements as the basis or
12 reason for their decision not to work with the Plaintiff.
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14 14. Provins false and defamatory statements were intended to and directly
15 injured Plaintiff's reputation.
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17 15. As a direct result of Provins' conduct and statements, the Plaintiff has
18 suffered substantial and ongoing financial damages in excess of
19 \$1,500,000.00 with the exact amount to be proven at trial.
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23 **COUNT I**
24 **AS AND FOR A FIRST CAUSE OF ACTION:**
25 **DEFAMATION**
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16. Plaintiff repeats and realleges each and every allegation contained in the
foregoing paragraphs as if fully set forth herein again at length.
17. The contents of Provins' publications and statements are false and
defamatory per se, and had the intent and tendency to injure the Plaintiff.

1 18. Provins knew that they were false or acted in reckless disregard of the
2 truth when he published or stated them.
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4 19. As a direct and proximate result of Provins' ongoing defamatory and
5 false publications and statements, Plaintiff has suffered substantial
6 monetary losses and irreparable reputational damage.
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8 20. Plaintiff accordingly has no other adequate remedy at law to compensate
9 it for the injuries inflicted by Provins.
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1 **WHEREFORE**, plaintiff demands judgment against Defendants as
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3 follows:

4 A. For general damages in an amount to be proven at trial, but not less than
5 \$1,500,000.00;

6 B. For special damages in an amount to be proven at trial, but not less than
7 \$1,500,000.00;

8 C. For punitive damages;

9 D. Awarding plaintiff the costs and disbursements incurred in this action,
10 including reasonable attorney's fees; and

11 E. For such other and further relief as this Court deems just and proper.

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23 /s/ Joshua Jordan 
24 Joshua Jordan, PRO SE
25 Dated this 15th day of February 2023
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